

ORIGINAL

REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO EXCHANGE ACCESS AND END-USER
COMMUNICATION SERVICES WITHIN
THE STATE OF ARIZONA

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING

DECISION #: 101665

TABLE OF CONTENTS

TABLE OF CONTENTS	1
EXPLANATION OF SYMBOLS	2
APPLICATION OF TARIFF	3
DEFINITIONS..	4
REGULATIONS	9
DESCRIPTION OF SERVICE	42
RATES..	58
SPECIAL ARRANGEMENTS	78
GRANDFATHERED SERVICES	81 (N)
PRICE LIST..	83 (N)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING az19901

EXPLANATION OF SYMBOLS

ORIGINAL

The following symbols shall be used in this tariff for the purpose indicated below:

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify increased rate.
M	To signify a move in the location of text.
N	To signify new rate or regulation.
R	To signify reduced rate.
T	To signify a change in text but no change in rate or regulation.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

APPLICATION OF TARIFF

ORIGINAL

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange end-user communications services by Intermedia Communications Inc., hereinafter referred to as the Company, to customers within the State of Arizona.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING DECISION #: <u>61665</u>

DEFINITIONS

ORIGINAL

Certain terms used generally throughout this tariff are defined below.

Access Line: A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business Customer: In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing. (See Section 2.11.1 .A.)

Call: A completed connection established between a calling station and one or more called stations.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission: The Arizona Corporation Commission, the regulating entity within the State of Arizona.

Communication Services: The Company's local exchange switched telephone services.

Company: Intermedia Communications, Inc., the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

DEFINITIONS

ORIGINAL

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

ILEC: Incumbent Local Exchange Carrier.

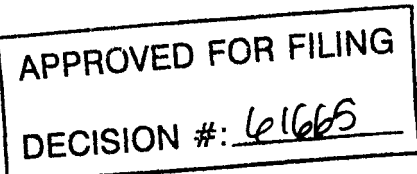
Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Intermedia and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-O 192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309



DEFINITIONS

ORIGINAL

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Nonrecurring Charges: One-time charges most often associated with installation, ordering, or account establishment.

Station-to-Station Call: A service whereby an End User places a non-Person-to-Person call with the assistance of an operator.

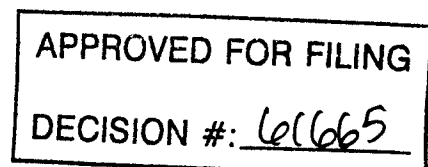
Person-to-Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 336 19- 1309



DEFINITIONS

ORIGINAL

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 60665

DEFINITIONS

ORIGINAL

[Reserved for Future Use]

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING

DECISION #: 61665

REGULATIONS

ORIGINAL

2.1 Undertaking of the Company

2.1.1 Scone

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Arizona.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities described herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 66665

REGULATIONS

ORIGINAL

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 336 19- 1309

APPROVED FOR FILING
DECISION #: 66665

REGULATIONS

ORIGINAL

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- E. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Arizona.
- G. The State of Arizona must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in a hazardous environment. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use of any installation so provided.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- J. The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

ISSUED: May 19, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

EFFECTIVE: June 18, 1999

APPROVED FOR FILING

DECISION #: 61665

REGULATIONS

ORIGINAL

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 336 19- 1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer-provided equipment.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.1 Undertaking of the Company (Cont'd)

2.1.7 Universal Emergency Telephone Number Service (9 11, E9 11)

- A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 9 11 calls to the proper Public Safety Answering Point.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 336 19- 1309

APPROVED FOR FILING

DECISION #: tel 665

REGULATIONS

ORIGINAL

2.1 Undertaking of the Company (Cont'd)

2.1.7 Universal Emergency Telephone Number Service (911, E9 1 1), (Cont'd)

- E. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 9 11 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 6665

REGULATIONS

ORIGINAL

2.1 Undertaking of the Company (Cont'd)

2.1.8 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.1 Undertaking of the Company (Cont'd)

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.10 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.2 Prohibited Uses

- 2.2.1. The services the Company offers shall not be used for any **unlawful** purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Arizona Corporation Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING

DECISION #: 61665

REGULATIONS

ORIGINAL

2.3 Obligations of the Customer

2.3.1 General

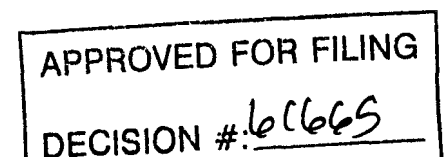
The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309



REGULATIONS

ORIGINAL

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 .C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 .D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 336 19- 1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company--provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission, and all User-provided wiring shall be installed and maintained in compliance with applicable regulations.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING DECISION #: 6665

REGULATIONS

ORIGINAL

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections **as** may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. **If**the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly **if there** is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 66665

REGULATIONS

ORIGINAL

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

- A. Nonrecurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.5 Payment Arrangements (Cont'd)

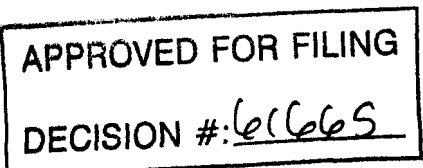
2.5.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the highest percentage allowable by the Arizona Corporation Commission or a late factor of 1.5% per month.
- F. The Customer will be assessed a charge not to exceed twenty five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- G. Customers have up to 30 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 336 19- 1309



REGULATIONS

ORIGINAL

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING DECISION #: 61665
--

REGULATIONS

ORIGINAL

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

- A. To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. Deposits shall be collected, maintained and returned in accordance with the rules of the ACC.. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
1. two months' charges for a service or facility that has a minimum payment period of one month; or
 2. the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D. Deposits held will accrue interest at a rate determined by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

- A. Upon nonpayment of any amounts owed to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 336 19- 1309

APPROVED FOR FILING
DECISION #: 61665

ORIGINAL

INTERMEDIA COMMUNICATIONS, INC.
LOCAL EXCHANGE SERVICES

A.C.C. TARIFF NO. 2
2ND REVISED PAGE 50.1
CANCELS 1ST REVISED PAGE 50.1

DESCRIPTION OF SERVICE

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

ORIGINAL

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.A or 2.5.5.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

REGULATIONS

ORIGINAL

2.5 Pavment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, charges will be imposed as described in Section 4.6, Supplementary Charges.

- A. In addition to those charges specified in Section 4.6, Supplementary Charges, where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service commenced.
- B. In addition to those charges specified in Section 4.6, Supplementary Charges, where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- C. The special charges described in 2.5.6.A and 2.5.6.B will be calculated and applied on a case-by-case basis.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 336 19- 1309

APPROVED FOR FILING

DECISION #: 61665

REGULATIONS

ORIGINAL

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.1.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION # 161665

REGULATIONS

ORIGINAL

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. interruption of service due to circumstances or causes beyond the control of Company.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 60665

REGULATIONS

ORIGINAL

2.7 Cancellation of Service

If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- 2.7.1 all unpaid Nonrecurring charges reasonably expended by the Company to establish service to the Customer; plus
- 2.7.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- 2.7.3 the sum of all Recurring Charges for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
- 2.7.4 a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.8.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.8.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.8.3 pursuant to any financing, merger or reorganization of the Company.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 336 19- 1309

APPROVED FOR FILING
DECISION #: 66665

REGULATIONS

ORIGINAL

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 336 19- 1309

APPROVED FOR FILING
DECISION #: 61665

DESCRIPTION OF SERVICE

ORIGINAL

3.1 Introduction

Intermedia will provide Local Exchange Service throughout the US West serving area within the State of Arizona. Inter-media will provide services over its own facilities or will utilize the facilities, in whole or in part, of other telecommunications companies.

The rates for specific facilities-based services are set forth in Section 4 - Rates.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING DECISION #: <u>61665</u>

DESCRIPTION OF SERVICE

ORIGINAL

3.2 Charges Based Upon Duration

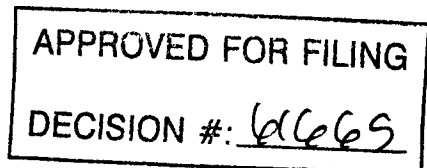
Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local time.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309



DESCRIPTION OF SERVICE

ORIGINAL

3.3 Charges Based Upon Distance

Where charges for a service are specified based upon distance, the distance is determined in the following manner:

3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).

3.3.2 The airline distance between any two rate centers is determined as follows:

Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the Bellcore Local Exchange Routing guide referenced in Section 3.3.1.

Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

Square each difference obtained in step (2) above.

Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.

Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

FORMULA =

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING

DECISION #: 61665

DESCRIPTION OF SERVICE

ORIGINAL

3.4 Charges Based Upon Time-of-Day/Day-of Week

The Day, Evening, Night, and Weekend rates apply to that portion of the call occurring within the rate periods stated below. The charges are determined separately for each rate period and the results are totaled.

<u>Rate Period</u>	<u>From</u>	<u>To, but not including</u>	<u>Days applicable</u>
Day	8:00 A.M.	5:00 P.M.	Monday-Friday
Evening	5:00 P.M.	11:00 P.M.	Sunday-Friday
Evening	8:00 A.M.	11:00 P.M.	Holidays ¹
Night	11:00 P.M.	8:00 A.M.	Every Day
Weekend	8:00 A.M.	11:00 P.M.	Saturday
Weekend	8:00 A.M.	5:00 P.M.	Sunday

¹ Applicable on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING

DECISION #: 61665

DESCRIPTION OF SERVICE

ORIGINAL

3.5 Rate Classes and Local Calling Areas

Intermedia concurs in the exchange and zone designations specified in US West's Local Exchange Services Tariff. The Company does not concur in the rates of the ILEC. The Company's rates are set out in Section 4 of this tariff.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: <u>61685</u>

ORIGINAL

DESCRIPTION OF SERVICE

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DESCRIPTION OF SERVICE

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DESCRIPTION OF SERVICE

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

ORIGINAL

INTERMEDIA COMMUNICATIONS INC.
LOCAL EXCHANGE SERVICES

A.C.C. TARIFF NO. 2
1ST REVISED PAGE 49.1
CANCELS ORIGINAL PAGE 49.1

DESCRIPTION OF SERVICE

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

ORIGINAL

INTERMEDIA COMMUNICATIONS INC.
LOCAL EXCHANGE SERVICES

A.C.C. TARIFF NO. 2
1ST REVISED PAGE 49.2
CANCELS ORIGINAL PAGE 49.2

DESCRIPTION OF SERVICE

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

ORIGINAL

INTERMEDIA COMMUNICATIONS INC.
LOCAL EXCHANGE SERVICES

A.C.C. TARIFF NO. 2
1ST REVISED PAGE 49.3
CANCELS ORIGINAL PAGE 49.3

DESCRIPTION OF SERVICE

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

ORIGINAL

INTERMEDIA COMMUNICATIONS, INC.
LOCAL EXCHANGE SERVICES

A.C.C. TARIFF NO. 2
1ST REVISED PAGE 50
CANCELS ORIGINAL PAGE 50

DESCRIPTION OF SERVICE

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DESCRIPTION OF SERVICE

ORIGINAL

3.7 Intermedia Resold Exchange Access Services

[Reserved for Future Use]

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 336 19- 1309

APPROVED FOR FILING
DECISION #: 61665

DESCRIPTION OF SERVICE

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DESCRIPTION OF SERVICE

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DESCRIPTION OF SERVICE

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DESCRIPTION OF SERVICE

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DESCRIPTION OF SERVICE

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DESCRIPTION OF SERVICE

ORIGINAL

3.12 Enhanced Network Services

Services using common transport and shared facilities or the transport of "non-teleco" standard bandwidths, or the use of enhanced transport technology are classified as Enhanced Network Services.

3.12.1 Frame Relay Services • The transport of data, voice and video using Frame Relay technology. This service includes the routing of Frame Relay, the FRADing polled protocols, transport of asynchronous and X.25 protocols. This service is available On-Net or Extended.

3.12.2 Miscellaneous • Any other Enhanced Network Services not covered elsewhere in this tariff. These services can be provided on a volume and term basis under customer specific contracts.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61669

DESCRIPTION OF SERVICE

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DESCRIPTION OF SERVICE

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DESCRIPTION OF SERVICE

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

INTERMEDIA COMMUNICATIONS, INC.
LOCAL EXCHANGE SERVICES

ORIGINAL

A.C.C. TARIFF NO. 2
2ND REVISED PAGE 57.4
CANCELS 1ST REVISED PAGE 57.4

DESCRIPTION OF SERVICE

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

ORIGINAL

INTERMEDIA COMMUNICATIONS, INC.
LOCAL EXCHANGE SERVICES

A.C.C. TARIFF NO. 2
2ND REVISED PAGE 57.5
CANCELS 1ST REVISED PAGE 57.5

DESCRIPTION OF SERVICE

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

ORIGINAL

DESCRIPTION OF SERVICE

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

ORIGINAL

INTERMEDIA COMMUNICATIONS, INC.
LOCAL EXCHANGE SERVICES

A.C.C. TARIFF NO. 2
5TH REVISED PAGE 58
CANCELS 4TH REVISED PAGE 58

RATES

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

RATES

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

ORIGINAL

INTERMEDIA COMMUNICATIONS INC.
LOCAL EXCHANGE SERVICES

A.C.C. TARIFF NO. 2
1ST REVISED PAGE 59.1
CANCELS ORIGINAL PAGE 59.1

RATES

D

D

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

ORIGINAL

INTERMEDIA COMMUNICATIONS, INC.
LOCAL EXCHANGE SERVICES

A.C.C. TARIFF NO. 2
5TH REVISED PAGE 60
CANCELS 4TH REVISED PAGE 60

RATES

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

INTERMEDIA COMMUNICATIONS, INC.
LOCAL EXCHANGE SERVICES

ORIGINAL

A.C.C. TARIFF NO. 2
1ST REVISED PAGE 60.1
CANCELS ORIGINAL PAGE 60.1

RATES

(D)

(D)

ISSUED: August 21, 2002

EFFECTIVE: September 21, 2002

DECISION:

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

ORIGINAL

INTERMEDIA COMMUNICATIONS, INC.
LOCAL EXCHANGE SERVICES

A.C.C. TARIFF NO. 2
1ST REVISED PAGE 60.2
CANCELS ORIGINAL PAGE 60.2

RATES

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

RATES

4.2 Intermedia Resold Exchange Access Services

[Reserved for Future Use]

ORIGINAL

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 61665

RATES

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

INTERMEDIA COMMUNICATIONS, INC.
LOCAL EXCHANGE SERVICES

ORIGINAL

A.C.C. TARIFF NO. 2
2ND REVISED PAGE 63
CANCELS 1ST REVISED PAGE 63

RATES

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

RATES

(D)

|

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

RATES

4.6 Supplementary Charges

Unless otherwise specified herein, the following supplementary charges will apply for each of the identified changes or requests:

	<u>Min</u>	<u>Max</u>	(N) (N) (T)
Customer Requested Due Date Change ²	\$25, per order	\$100, per order	
Customer Requested Expedite ¹	\$125, per location, per order	\$500, per location, per order	
Cancellation (after 3 business days from order placement) ²	Full NRCs + \$125, per order	Full NRCs + \$500, per order	
Design Change, DS0/DS1 ²	\$75, per circuit	\$300, per circuit	
Design Change, DS3 and higher ²	\$150, per circuit	\$600, per circuit	I
Administrative Processing ¹	\$13, per order	\$50, per order	(T)

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) business days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING azl9901

ORIGINAL

RATES

4.7 Intermedia Rate Plan - Enhanced Services

(D)
I
I (N)
I

4.7.1 Frame Relay Service - Local Access

The Frame Relay Service described herein consists of Local Access elements only. The remaining Frame Relay Service elements are found in the Company's interexchange or access tariffs.

A. ILEC Pass-through Charges

1. Dedicated Access

Dedicated Access charges are determined by the Special Access Tariffs filed by the providing companies.

2. Frame Relay Access

Frame Relay Access charges are determined by the Frame Relay Tariffs filed by the providing companies.

B. Access Coordination Charge

In addition to the above ILEC pass-through charges, a monthly recurring Access Coordination Charge will apply.

	<u>Min</u>	<u>Max</u>
Per node	\$5.00	\$20.00

(D)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

**ADMINISTRATIVELY
APPROVED FOR FILING**

a219901

RATES

4.7 Intermedia Rate Plan - Enhanced Services (Cont'd)

(D)

4.7.1 Frame Relay Service - Local Access (Cont'd)

I

I (N)

C. Frame Relay Supplementary Charges

I I

Frame Relay Supplementary Charges apply for Customer-initiated administrative or design changes. The charges identified below apply in lieu of the Supplementary Charges identified in Section 4.6 herein. In addition to the charges assessed by the Company, any charges assessed to the Company by other providers (i.e., ILEC) in connection with the Customer-initiated change will be passed through to the Customer.

1. Administrative Change

I I
I I
I I

Administrative Changes are record changes only and do not impact the design or jeopardize the order due date.

	<u>Min</u>	<u>Max</u>
Per Order	\$13.00	\$50.00

I I
I I
I I

2. Design Change

I

Design Changes are changes on an order in progress that impact the design or due date.

In order to process the Design Change as a change rather than as a cancellation and new order, the request must be received within 14 days of receipt and acceptance of the order, and prior to the in-service date.

I (N)

	<u>Min</u>	<u>Max</u>
Per Order	\$37.50	\$150.00

(D)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING azl9901

RATES

4.7 Intermedia Rate Plan • Enhanced Services (Cont'd)

(D)

4.7.1 Frame Relay Service – Local Access (Cont'd)

(N)

D. Cancellation Charges

I I

Cancellation Charges apply when an order in progress is canceled. In addition to the charges assessed by the Company, any charges assessed to the Company by other providers (i.e., ILEC) in connection with the Cancellation will be passed through to the Customer.

	<u>Min</u>	<u>Max</u>	I
0 • 3 business days from receipt and acceptance of order	\$0.00	\$0.00	I
More than 3 business days from receipt and acceptance of order	\$75.00, per order	\$300.00, per order	I I
Within 2 business days of due date	One month's recurring charges per order (or \$75.00, whichever is greater)	Three months' recurring charges per order (or \$300.00, whichever is greater)	I

E. Expedite Charges

I I
| (N)

Company Expedite Charges apply for approved expedites is follows:

- 1) A Design Change Charge will always apply to an order requesting a less than standard interval due date. Design change intervals will be followed as applicable.

	<u>Min</u>	<u>Max</u>
Per charge	\$37.50	\$150.00

- 2) An Expedite Charge to cover the Company's attempt to expedite the service will be applied as follows:

- a. If the Company accepts the request for an expedited date and service is installed before the standard interval due date, the Expedite Charge will apply.

(D)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING

az19901

RATES

4.7 Intermedia Rate Plan - Enhanced Services (Cont'd)

4.7.1 Frame Relay Service -- Local Access (Cont'd)

- b. If the Company accepts the request for an expedite, but does not meet the requested expedite date and service is installed on or after the standard interval due date, the Expedite Charge will be waived.

	<u>Min</u>	<u>Max</u>
Per charge	\$212.50	\$850.00

In addition to the charges assessed by the Company, any charges assessed to the Company by other providers (i.e., ILEC) in connection with the expedite will be passed through to the Customer.

F. Early Termination Liability

When Customers cancel service prior to satisfying a term agreement, there will be an Early Termination Liability. The liability is calculated as a percentage of the monthly recurring charges for the remainder of the term. Any nonrecurring charges that were waived in concert with the term agreement must be paid upon early termination.

Cancel or Termination Within:										
Length of Term	First Year		Second Year		Third Year		Fourth Year		Fifth Year	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
One Year	50%	100%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Two Years	50%	100%	25%	100%	N/A	N/A	N/A	N/A	N/A	N/A
Three Years	50%	100%	25%	100%	10%	100%	N/A	N/A	N/A	N/A
Four Years	50%	100%	25%	100%	10%	100%	5%	100%	N/A	N/A
Five Years	50%	100%	25%	100%	10%	100%	5%	100%	0%	100%

In addition to any charges assessed by the Company, charges assessed to the Company by other providers (i.e., ILEC) in connection with early termination will be passed through to the Customer.

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING azl9901

RATES

4.7 Intermedia Rate Plan - Enhanced Services (Cont'd)

(D)

(D)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 336 19- 1309

ADMINISTRATIVELY
APPROVED FOR FILING

a219901

RATES

4.7 Intermedia Rate Plan - Enhanced Services (Cont'd)

(D)

(D)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING azl9901

RATES

4.7 Intermedia Rate Plan - Enhanced Services (Cont'd)

(D)

(D)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 336 19- 1309

ADMINISTRATIVELY
APPROVED FOR FILING

az19901

RATES

4.7 Intermedia Rate Plan • Enhanced Services (Cont'd)

(D)

(D)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING az19901

RATES

4.7 Intermedia Rate Plan - Enhanced Services (Cont'd)

(D)

(D)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING

azl9901

RATES

4.7 Intermedia Rate Plan - Enhanced Services (Cont'd)

(D)

(D)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING azl9901

RATES

4.7 Intermedia Rate Plan ■ Enhanced Services (Cont'd)

(D)

(D)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING

az1990 1

RATES

4.7 Intermedia Rate Plan • Enhanced Services (Cont'd)

(D)

(D)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING az19901

INTERMEDIA COMMUNICATIONS INC.
LOCAL EXCHANGE SERVICES

ORIGINAL

A.C.C. TARIFF NO. 2
2ND REVISED PAGE 77.1
CANCELS 1ST REVISED PAGE 77.1

RATES

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

ORIGINAL

INTERMEDIA COMMUNICATIONS INC.
LOCAL EXCHANGE SERVICES

A.C.C. TARIFF NO. 2
2ND REVISED PAGE 77.2
CANCELS 1ST REVISED PAGE 77.2

RATES

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

SPECIAL ARRANGEMENTS

ORIGINAL

5.1 Special Construction

5.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, or which is unique due to specific customer demands or circumstances as specified in Section 2.1.9, charges will be based on the costs incurred by the Company and may include:

- A. nonrecurring type charges;
- B. recurring type charges;
- C. termination liabilities; or
- D. combinations thereof.

5.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 12665

SPECIAL ARRANGEMENTS

ORIGINAL

5.1 Special Construction (Cont'd)

5.1.2 Termination Liability (Cont'd)

B. (Cont'd)

1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a. equipment and materials provided or used,
 - b. engineering, labor and supervision,
 - c. transportation, and
 - d. rights-of-way;
2. license preparation, processing, and related fees;
3. tariff preparation, processing, and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

- C. The applicable termination liability is the unpaid balance of a term obligation. The amount of such charge is initially obtained by multiplying the sum of the amounts determined as set forth in 5.1.2.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in 5.1.2.B preceding shall also be adjusted to reflect estimated net salvage, including any reuse of the facilities provided. This product is then adjusted to reflect applicable taxes.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

APPROVED FOR FILING
DECISION #: 6665

SPECIAL ARRANGEMENTS

ORIGINAL

5.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

5.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

5.4 Other Special Arrangements

Special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

ISSUED: May 19, 1999

EFFECTIVE: June 18, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 336 19- 1309

APPROVED FOR FILING
DECISION #: 66665

ORIGINAL

INTERMEDIA COMMUNICATIONS, INC.
LOCAL EXCHANGE SERVICES

A.C.C. TARIFF NO. 2
2ND REVISED PAGE 81
CANCELS 1ST REVISED PAGE 81

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

GRANDFATHERED SERVICES

(D)

||
(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

PRICE LIST

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

PRICE LIST

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

PRICE LIST

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

INTERMEDIA COMMUNICATIONS, INC.
LOCAL EXCHANGE SERVICES

ORIGINAL

A.C.C. TARIFF NO. 2
1ST REVISED PAGE 85.1
CANCELS ORIGINAL PAGE 85.1

PRICE LIST

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

ORIGINAL

INTERMEDIA COMMUNICATIONS, INC.
LOCAL EXCHANGE SERVICES

A.C.C. TARIFF NO. 2
2ND REVISED PAGE 86
CANCELS 1ST REVISED PAGE 86

PRICE LIST

(D)

(D)

ISSUED: August 21, 2002

EFFECTIVE: September 21, 2002

DECISION:

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

PRICE LIST

7.1 Intermedia Facilities-Based Exchange Access Services (Cont'd)

7.1.2 ISDN Primary Rate Interface (PRI) Service (Cont'd)

F. Dial Line Service

	Non-Recurring <u>Charge</u>	Monthly Recurring <u>Charge</u>
Per Dial Line	\$35	\$25

7.1.3 Direct Inward Dial (DID) Service

Monthly Recurring

Initial Block (20 DID Nos.) \$4.00

Add'l Blocks (20 DID Nos.) \$4.00

Non-Recurring

Initial Block (20 DID Nos.) **\$100 (R)**

Add'l Blocks (20 DID Nos.) \$ 15

7.1.4 IntermediaOne Trunk Side T1 Primary Rate Interface (PRI)

(T)

	Full PRI (24 Channels)	Fractional PRI'
<u>Monthly Recurring</u>		
12 month agreement	\$675.00	\$28.13/channel
24 month agreement	\$583.50	\$25.31/channel
36 month agreement	\$537.75	\$23.91/channel
<u>Nonrecurring - Installation</u>		
12 month agreement	\$500	\$500
24 month agreement	\$250	\$250
36 month agreement	\$ 0	\$ 0

'Fractional PRI Service requires a minimum of 13 channels (12b+d)

ISSUED: January 24, 2001

EFFECTIVE: February 23, 2001

Issued by: Prince Jenkins, Senior Policy Counsel
Regulatory Analysis and Compliance
8 125 Intermedia Way
Tampa, Florida 33647- 1752

ADMINISTRATIVELY
APPROVED FOR FILING

a210101

PRICE LIST

7.1 Intermedia Facilities-Based Exchange Access Services (Cont'd)

(N)

7.1.5 Trunk and Line Side Combination Products

The following combinations are available:

Analog DID Trunks*, Business Lines and Fax/ Modem Lines.

Analog Trunks*, Business Lines and Fax/ Modems Lines.

Analog DID Trunks*, Analog Trunks*, Business Lines and Fax/Modem Lines

Digital Trunks*, Business Lines and Fax/Modem Lines

*Available over a single T-1 facility

Monthly Recurring (Per Channel)

Analog Trunk Combination

12 Month Agreement \$36.46

24 Month Agreement \$32.81

36 Month Agreement \$30.99

Non-Recurring (per T-1) - All areas

12 month agreement \$500

24 month agreement \$250

36 month agreement \$ 0

7.1.6 Virtual Foreign Exchange Service - Intermedia Facilities

Virtual FX (VFX) Digital \$275 MRC

Virtual FX (VFX) Digital Each Additional \$40 MRC

Virtual FX (VFX) Digital Install (1st) \$100 NRC

Virtual FX (VFX) Digital Install EA Add'l \$35 NRC

Virtual FX (VFX) Analog \$275 MRC

Virtual FX (VFX) Analog Each Additional \$40 MRC

Virtual FX (VFX) Analog Install (1st) \$100 NRC

Virtual FX (VFX) Analog Ea Add'l \$35 NRC

Virtual FX (VFX) PRI \$275 MRC

Virtual FX (VFX) PRI Each Additional \$40 MRC

Virtual FX (VFX) PRI Install (1st) \$100 NRC

Virtual Fx (VFX) PRI Install Ea Add'l \$35 NRC

(N)

ISSUED: January 24,200 1

EFFECTIVE: February 23, 2001

Issued by: Prince Jenkins, Senior Policy Counsel
Regulatory Analysis and Compliance
8 125 Intermedia Way
Tampa, Florida 33647-1752

**ADMINISTRATIVELY
APPROVED FOR FILING**

azl0101

PRICE LIST

ORIGINAL

7.2 Directory Assistance Service

(M)

Per Directory Assistance call beyond the call allowance: \$0.39

7.3 Operator-Assisted Local Calling

Per Call Surcharges:

	<u>Automated</u>	<u>Live Operator</u>
Person to Person	\$2.49	\$2.49
Collect	\$2.00	\$2.49
Third Party Billed	\$2.00	\$2.49
Calling Card Billed	\$0.79	\$2.49
Credit Card Billed	\$0.79	\$2.49

When more than one class of service is involved, only the higher surcharge is applicable.

(M)

7.4 Busy Line Verify and Line Interrupt Service

Busy Line Verify Service \$0.90
(each request)

Busy Line Verify and Busy Line \$1.35
Interrupt Service (each request)

Material appearing on this page was previously located on Page 85.

ISSUED: September 30, 1999

EFFECTIVE: October 30, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING

a219902

PRICE LIST

(N)

7.4 Busy Line Verify and Line Interrupt Service

Busy Line Verify Service \$0.90
(each request)

Busy Line Verify and Busy Line
Interrupt Service (each request) \$1.35

(N)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING

az19901

PRICE LIST

(N)

7.5 Supplementary Charges

Unless otherwise specified herein, the following supplementary charges will apply for each of the identified changes or requests:

Customer Requested Due Date Change” ²	\$50, per order
Customer Requested Expedite’	\$250, per location, per order
Cancellation (after 3 business days from order placement) ²	Full NRCs + \$250, per order
Design Change, DS0/DS1 ²	\$150, per circuit
Design Change, DS3 and higher ²	\$300, per circuit
Administrative Processing’	\$25, per order

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) business days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company’s administrative costs.

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING

a21990 1

PRICE LIST

(N)

7.6 Intermedia Rate Plan - Enhanced Services

7.6.1 Frame Relay Service Local Access

A. ILEC Pass-through Charges

1. Dedicated Access

Dedicated Access charges are determined by the Special Access Tariffs filed by the providing companies.

2. Frame Relay Access

Frame Relay Access charges are determined by the Frame Relay Tariffs filed by the providing companies.

B. Access Coordination Charge

In addition to the above ILEC pass-through charges, a \$10.00 per node monthly recurring Access Coordination Charge will apply.

(N)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3 625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING

azl9901

PRICE LIST

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

PRICE LIST

(D)

(D)

ISSUED: August 21, 2002
DECISION:

EFFECTIVE: September 21, 2002

Randee Klindworth
Tariff Specialist
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

PRICE LIST

(N)

7.6 Intermedia Rate Plan - Enhanced Services (Cont'd)

7.6.1 Frame Relay Service - Local Access (Cont'd)

F. Early Termination Liability

When Customers cancel service prior to satisfying a term agreement, there will be an Early Termination Liability. The liability is calculated as a percentage of the monthly recurring charges for the remainder of the term. Any nonrecurring charges that were waived in concert with the term agreement must be paid upon early termination.

I

Cancel or Termination Within:					
	First Year	Second Year	Third Year	Fourth Year	Fifth Year
Length of Term					
One Year	100%	N/A	N/A	N/A	N/A
Two Years	100%	50%	N/A	N/A	N/A
Three Years	100%	50%	25%	N/A	N/A
Four Years	100%	50%	25%	25%	N/A
Five Years	100%	50 %	25 %	25%	25%

In addition to any charges assessed by the Company, charges assessed to the Company by other providers (i.e., ILEC) in connection with early termination will be passed through to the Customer.

(N)

ISSUED: August 10, 1999

EFFECTIVE: September 9, 1999

Issued by: Steven T. Brown, Senior Director
Regulatory Analysis and Compliance
3625 Queen Palm Drive
Tampa, Florida 33619-1309

ADMINISTRATIVELY
APPROVED FOR FILING azl9901

PRICE LIST

7.7 IntermediaOne Voice Services

(T)

LINE	RATES	(C)
Business Single Line		
12 Months	\$18.42	
24 Months	\$15.31	
36 Months	\$14.03	
Business Single Line Package*		
12 Months	\$29.00	
24 Months	\$26.10	
36 Months	\$24.65	
Business Single Line Fax/Modem		
12 Months	\$18.42	
24 Months	\$15.31	
36 Months	\$14.03	
Key Systems Package*		
12 Months	\$23.68	
24 Months	\$20.57	
36 Months	\$19.29	(C)

**See section 3.13. I for a complete list of features included in each package.*

(N)

(M)

(M)

Material previously located on this page now appears on Page 93.

ISSUED: January 24, 2001

EFFECTIVE: February 23, 2001

Issued by: Prince Jenkins, Senior Policy Counsel
Regulatory Analysis and Compliance
8 125 Intermedia Way
Tampa, Florida 33647-1752

ADMINISTRATIVELY
APPROVED FOR FILING
azl0101

PRICE LIST

7.7 IntermediaOne Voice Services, cont.

OPTIONAL FEATURES

Automatic Line (Hotline)	\$2.00	(M, T)
Call Forwarding - Universal'	\$3.50	
Call Forwarding - No Answer'	\$3.25	
Call Forwarding - Busy'	\$3.25	
Call Waiting'	\$5.00	
Call Transfer'	\$2.50	
Three-Way Conference'	\$3.50	(M, T)
Last Number Re-Dial'	\$3.50	(N)
Cancel Call Waiting'	NC	(N)
Calling Number Delivery Blocking'	NC	(M, T)
Ring Again (Automatic Callback)' ²	\$3.25	(N)
Blind Transfer Recall' ²	\$2.50	
Call Park' ²	\$2.50	
Distinctive Ring' ²	\$4.00	
Speed Call Short (10 Numbers)'	\$2.50	
Call Hold'	\$2.50	(N)
Call Forward Remote Access	\$3.00	(M)
Calling Name and Number Delivery	\$8.00	
Calling Number Delivery	\$7.00	(M)
Speed Call Long (30 Numbers)	\$5.00	(M, T)
Station Controlled Conference Call	\$4.00	(M, T)
Toll Denial/Restrictions (Code Restrictions) 1+	\$3.25	
Block 900,976	NC	
Block 1+555, 1+NPA+555	\$1.00	
Block 4 11	\$1.00	
Block 0+, 0-	\$1.00	
Block International	\$1.00	
Directory Number Hunting'	\$5.00	(T)
Call Pickup' ²	\$2.50	
Abbreviated Dialing (Group Intercom)' ²	\$3.25	
Abbreviated Dialing (Group Intercom) - Extended ²	\$7.75	
Uniform Call Distribution	\$2.50	(T)

ADDITIONAL CHARGES

Business Line Installation, each	\$35.00	(D)
Additional Directory Listing	\$2.00 monthly	

¹Available only as part of Business Single Line Package.

²Customer Group Feature only.

Material appearing on this page was previously located on Page 92.

ISSUED: January 24,200 1

EFFECTIVE: February 23, 2001

Issued by: Prince Jenkins, Senior Policy Counsel
Regulatory Analysis and Compliance
8 125 Intermedia Way
Tampa, Florida 33647-1752

**ADMINISTRATIVELY
APPROVED FOR FILING**

azl0101